

1 Randal R. Leonard, Esq.
2 Nevada Bar No. 006716
3 509 South Seventh St.
4 Las Vegas, NV 89101
5 (702) 598-3667
6 Attorney for Debtor

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re: Case No.: BK-S-10-10310-lbr
10 FULVIA MORALES, Chapter 7
11 Debtor. MOTION TO REOPEN CASE & SELL
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REAL PROPERTY

Hearing Date: November 3, 2011
Hearing Time: 9:30 a.m.

COMES NOW Debtor Fulvia Morales, by and through counsel, Randal R. Leonard, Esq., and hereby request that the Court *REOPEN* the Chapter 7 case and for an Order allowing the sale of certain real property commonly known as 2232 Heather Court, North Las Vegas, NV 89030. This Motion is based upon the pleadings and papers on file herein and the Memorandum of Points and Authorities attached hereto.

Dated this 22nd day of September, 2011.

/s/ Randal R. Leonard, Esq.

Randal R. Leonard, Esq.
Nevada Bar No. 006716
509 South 7th Street
Las Vegas, NV 89101
(702) 598-3667
Attorney for Debtor

MEMORANDUM OF POINTS AND AUTHORITIES

Debtor filed her Chapter 7 Bankruptcy case on or about June 24, 2005. Debtor was discharged on April 20, 2010 and her case was closed on May 24, 2011. Debtor owns certain real property commonly known as 2532 Heather Court, North Las Vegas, NV 89030. Debtor obtained and accepted an offer for the sale of 2532 Heather Court, North Las Vegas, NV 89030, a true and correct copy of the HUD 1 and Preliminary Title Report is attached hereto as exhibit A.

The sale is a short sale, meaning that neither the debtors nor the bankruptcy estate will receive any proceeds, see the attached HUD 1. All parties involved in the sale approve of their treatment.

ANALYSIS AND DISCUSSION

A. **The Proposed Sale is in the Best Interests of the Estate**

Section 363(b) of the Bankruptcy Code allows for sales of property of the estate outside of the ordinary course of business. The standard for allowing property to be sold outside of the ordinary course of business is determined by whether the sale is in the best interests of the estate. Further, the best interest of the estate is found if there is a fair price and if the sale is in good faith. In re Wilde Horse Enters., Inc., 136 B.R. 830, 842 (Bankr. CD Cal. 1991).

(1) Fair Price

The proposed sale price for this property is \$37,000.00. \$37,000.00 is a fair price in this matter for the subject property. The Bankruptcy Appellate Panel for the Ninth Circuit stated that “value does not necessarily contemplate forced sale or liquidation value of the collateral; nor does it always imply a full going-concern value. Courts will have to determine value on a case-

1 by-case basis, taking into account the facts of each case and the competing interests in the case."

2 In re Arnold & Baker Farms, 177 B.R. 648, 656 (9th Cir. BAP 1994).

3 In the matter at hand, the sales price was negotiated in good faith by both parties and both
4 parties were represented by realtors. Further, the lien holders were involved and approved of the
5 sales price agreeing to receive less than what debtors' owe. Therefore, the court should allow the
6 proposed sale at the proposed price.

7 (2) **Good Faith Purchaser**

8 11 U.S.C. § 363(m) states:

9 (m) The reversal or modification on appeal of an authorization under subsection
10 (b) or (c) of this section of a sale or lease of property does not affect the validity
11 of a sale or lease under such authorization to an entity that purchased or leased
12 such property in good faith, whether or not such entity knew of the pendency of
the appeal, unless such authorization and such sale or lease were stayed pending
appeal.

13 A good faith buyer "is one who buys 'in good faith' and 'for value.' " Ewell v. Diebert (In
14 re Ewell), 958 F.2d 276, 281 (9th Cir.1992) (citing In re Abbotts Dairies of Pennsylvania, Inc.,
15 788 F.2d 143, 147 (3d Cir.1986)). "[L]ack of good faith is [typically] shown by 'fraud, collusion
16 between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair
17 advantage of other bidders.' " Id. (quoting Community Thrift & Loan v. Suchy (In re Suchy), 786
18 F.2d 900, 902 (9th Cir.1985)). In this case, there is no collusion among the various parties as this
19 is an arms length sale.

20 B. **The Court Should Allow the Sale Free and Clear of Liens**

21 According to section 1303 of the Code, the debtors have the same power as the trustee
22 regarding sections 363(b) and 363(f) of the Code. Section 363(b) allows the trustee to sell
23 property of the estate after notice and hearing. When the trustee executes such a sale, section
24 363(f) allows the sale to be free and clear of liens. Section 363(b) states:

1 (f) The trustee may sell property under subsection (b) or (c) of
2 this section free and clear of any interest in such property of an
3 entity other than the estate, only if -
4 (1) applicable non-bankruptcy law permits sale of such property
5 free and clear of such interest;
6 (2) such entity consents;
7 (3) such interest is a lien and the price at which such
8 property is to be sold is greater than the aggregate value of all
9 liens on such property;
10 (4) such interest is in bona fide dispute; or
11 (5) such entity could be compelled, in a legal or equitable
12 proceeding, to accept a money satisfaction of such interest.

13 Since all parties agree to the sale the Court should allow the sale to proceed as outlined in
14 the HUD 1 attached hereto. The liens on the property should attach to the proceeds from the
15 sale.

16
17
18 Therefore, pursuant to 11 U.S.C. § 350(b), the Debtor respectfully requests that the Court
19 reopen her case for the sole purpose of an Order allowing the subject property to be sold free and
20 clear of liens.

21 Dated this 23rd day of September, 2011.

22
23
24
25 /S/ Randal R. Leonard, Esq.

Randal R. Leonard, Esq.
Nevada Bar No. 006716
509 South 7th Street
Las Vegas, NV 89101
(702) 598-3667
Attorney for Debtor

Exhibit A



A. Estimated Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: FT110041713	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Joel Antonio Gomez	E. Name and Address of Seller: Fulvia Morales PO Box 26601 Las Vegas, NV 89126	F. Name and Address of Lender: New Lender
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G. Property Location: 2532 Heather Court North Las Vegas, NV 89030 Clark County, Nevada 139-13-812-102	H. Settlement Agent: Fidelity National Title Agency of Nevada, Inc. (702)932-3150	I. Settlement Date: September 23, 2011 Funding Date:
	Place of Settlement: 2850 W. Horizon Ridge Pkwy, #120 Henderson, NV 89052	Disbursement Date: September 23, 2011

J. Summary of Borrower's transaction

100. Gross Amount Due from Borrower:	
101. Contract sales price	37,000.00
102. Personal property	
103. Settlement Charges to Borrower (Line 1400)	932.00
104. Payoff first mortgage	
105. Payoff second mortgage	

Adjustments for items paid by Seller in advance

106. City/Town Taxes	to
107. County Taxes	09/23/11 to 10/01/11
108. Assessments	to
109.	
110.	
111.	
112.	

120. Gross Amount Due from Borrower	37,939.83
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200. Amounts Paid by or in Behalf of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by Seller

210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213. Alta Owners Policy	390.00
214. Seller Concession SS non Allow	
215.	
216.	
217.	
218.	
219.	

220. Total Paid by/for Borrower	390.00
---------------------------------	--------

300. Cash at Settlement from/to Borrower

301. Gross amount due from Borrower (line 120)	37,939.83
302. Less amount paid by/for Borrower (line 220)	(390.00)

303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	37,549.83
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K. Summary of Seller's transaction

400. Gross Amount Due to Seller:	
401. Contract sales price	37,000.00
402. Personal property	
403.	
404.	
405.	

Adjustments for items paid by Seller in advance

406. City/Town Taxes	to
407. County Taxes	09/23/11 to 10/01/11
408. Assessments	to
409.	
410.	
411.	
412.	

420. Gross Amount Due to Seller	37,007.83
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500. Reductions in Amount Due Seller:

501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 400)	2,498.23
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	Bank of America
505. Payoff of second mortgage loan	34,119.60
506.	
507.	
508.	
509.	

Adjustments for items unpaid by Seller

510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513. Alta Owners Policy	390.00
514. Seller Concession SS non Allow	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller	37,007.83
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600. Cash at settlement to/from Seller

601. Gross amount due to Seller (line 420)	37,007.83
602. Less reductions due Seller (line 520)	(37,007.83)

603. Cash <input type="checkbox"/> To <input checked="" type="checkbox"/> From Seller	0.00
---	------

L. Settlement Charges			
700. Total Real Estate Broker Fees			Paid From Borrower's Funds at Settlement
Division of commission (line 700) as follows:			Paid From Seller's Funds at Settlement
701. \$ 740.00 to Universal Realty, Inc.			
702. \$ 740.00 to Universal Realty, Inc.			
703. Commission paid at settlement			1,480.00
704. Real Estate Doc Fee	to Universal Realty	Remove per BA	
705. Real Estate Doc Fee	to Universal Realty	Remove per LA	
800. Items Payable in Connection with Loan			
801. Our origination charge		(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)	
803. Your adjusted origination charges	New Lender	(from GFE #A)	
804. Appraisal fee	to	(from GFE #3)	
805. Credit Report	to	(from GFE #3)	
806. Tax service	to	(from GFE #3)	
807. Flood certification	to	(from GFE #3)	
808.	to	(from GFE #3)	
809.	to	(from GFE #3)	
810.	to	(from GFE #3)	
811.	to	(from GFE #3)	
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from	to	days @ \$/day	(from GFE #10)
902. Mortgage insurance premium for	months to		(from GFE #3)
903. Homeowner's insurance for	years to		(from GFE #11)
904. Flood Insurance	1.0 years to		(from GFE #11)
905.			(from GFE #11)
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account			(from GFE #9)
1002. Homeowner's insurance	@ \$	per	
1003. Mortgage insurance	@ \$	per	
1004. Property taxes			
1005.	@ \$	per	
1006.	@ \$	per	
1007. Flood Insurance	@ \$	per	
1008.			
1009.			
1100. Title Charges			
1101. Title services and lender's title insurance			(from GFE #4)
1102. Settlement or closing fee	Fidelity National Title Agency of Nevada, Inc.	\$ 307.50	307.50
1103. Owner's title insurance to Fidelity National Title Insurance Company			775.00
1104. Lender's title insurance to Fidelity National Title Insurance Company			390.00
1105. Lender's title policy limit			
1106. Owner's title policy limit	\$ 37,000.00		
1107. Agent's portion of the total title insurance premium	\$ 343.20		
1108. Underwriter's portion of the total title insurance premium	\$ 46.80		
1109.			
1110.			
1111.			
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Government recording charges	to Recorder's Office	(from GFE #7)	34.50
1202. Deed \$ 30.00	Mortgage \$	Releases \$	Other \$ 4.50
1203. Transfer taxes	to		(from GFE #8)
1204. City/County tax/stamps	Deed \$ 188.70		188.70
1205. State tax/stamps			
1206. E Recording Fee			
1207.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for		(from GFE #6)	
1302.	to		
1303. Home Warranty	NEED HOME WARRANTY	WAIVE	
1304. 1st qtr taxes 2011-12 PAID	Clark County Treasurer	139-13-812-102	
1305. See add'l disb. exhibit	to		200.00 54.53
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			932.00 2,498.23

Certified to be a true copy

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our Origination Charge	# 801	0.00	0.00
Your Credit or Charge Points for the specific rate chosen	# 802	0.00	0.00
Your adjusted origination charge	# 803	0.00	0.00
Transfer taxes	# 1203	0.00	0.00

Charges That in Total Cannot Increase More than 10%	Good Faith Estimate	HUD-1
Government recording charges	# 1201	0.00
Title services and lender's title insurance	# 1101	0.00
Owner's title insurance to Fidelity National Title Insurance Company	# 1103	0.00
	Total	732.00
	Increase between GFE and HUD-1 Charges	\$ 732.00 or 0.00%

Charges That Can Change	Good Faith Estimate	HUD-1
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Loan Terms

Your initial loan amount is									
Your loan term is	_____ years								
Your initial interest rate is	_____ %								
Your initial monthly amount owed for principal, interest and any mortgage insurance is	_____ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance								
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____ %. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____. Over the life of the loan, your interest rate is guaranteed to never be lower than _____ % or higher than _____ %.								
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.								
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$ _____. The maximum it can ever rise to is \$ _____.								
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.								
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years on _____.								
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ _____ that results in a total initial monthly amount owed of \$ _____. This includes principal, interest, any mortgage insurance and any items checked below: <table> <tr> <td><input type="checkbox"/> Property taxes</td> <td><input type="checkbox"/> Homeowner's insurance</td> </tr> <tr> <td><input type="checkbox"/> Flood insurance</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			<input type="checkbox"/> Property taxes	<input type="checkbox"/> Homeowner's insurance	<input type="checkbox"/> Flood insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Property taxes	<input type="checkbox"/> Homeowner's insurance								
<input type="checkbox"/> Flood insurance	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Borrower(s): Joel Antonio Gomez

Seller(s): Fulvia Morales
PO Box 26601
Las Vegas, NV 89126

Lender: New Lender

Settlement Agent: Fidelity National Title Agency of Nevada, Inc.
(702)932-3150

Place of Settlement: 2850 W. Horizon Ridge Pkwy, #120
Henderson, NV 89052

Settlement Date: September 23, 2011

Property Location: 2532 Heather Court
North Las Vegas, NV 89030
Clark County, Nevada
139-13-812-102

Additional Disbursements

Payee/Description	Note/Ref No.	Borrower	Seller
Buyer		200.00	
Refundable Pad			
sewer and trash dues			54.53
Hold for sewer and trash			
Total Additional Disbursements shown on Line 1305		\$ 200.00	\$ 54.53

Seller Loan Payoff Details

Payoff first mortgage	to Bank of America	Re: 116420593
Principal Balance	34,119.60	
Total Loan Payoff	\$ 34,119.60	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower

Joel Antonio Gomez

Seller

Fulvia Morales

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Fidelity National Title Agency of Nevada, Inc.
Settlement Agent

Borrower(s): Joel Antonio Gomez

Seller(s): Fulvia Morales
PO Box 26601
Las Vegas, NV 89126

Lender: New Lender

Settlement Agent: Fidelity National Title Agency of Nevada, Inc.
(702)932-3150Place of Settlement: 2850 W. Horizon Ridge Pkwy, #120
Henderson, NV 89052

Settlement Date: September 23, 2011

Property Location: 2532 Heather Court
North Las Vegas, NV 89030
Clark County, Nevada
139-13-812-102**Disclosure For Items Totaled on Line 1102**

Description	Payee	Borrower	Seller
Escrow Fee	Fidelity National Title Agency of Ne	175.00	575.00
Recon Tracking	Fidelity National Title Agency of Ne		150.00
Courier Fee	Fidelity National Title Agency of Ne	12.50	
Inspection Fee	Fidelity National Title Agency of Ne	70.00	
Notary Fee	Fidelity National Title Agency of Ne	50.00	50.00

Additional Disbursements

Payee/Description	Note/Ref No.	Borrower	Seller
Buyer		200.00	
Refundable Pad			
sewer and trash dues			54.53
Hold for sewer and trash			
Total Additional Disbursements shown on Line 1305		\$ <u>200.00</u>	<u>54.53</u>

Seller Loan Payoff Details

Payoff first mortgage	to Bank of America	Re: 116420593
Principal Balance	34,119.60	
<u>Total Loan Payoff</u>	<u>\$ 34,119.60</u>	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower

Joel Antonio Gomez

Seller

Fulvia Morales

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Fidelity National Title Agency of Nevada, Inc.
Settlement Agent



Fidelity National Title Agency of Nevada, Inc.

2850 W. Horizon Ridge Pkwy, #120, Henderson, NV 89052
(702)932-3150

PRELIMINARY REPORT

ORDER NO.: FT18-FT110041713

In response to the application for a policy of title insurance referenced herein, Fidelity National Title Agency of Nevada, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC.

Countersigned



BY
ATTEST

President

Secretary



Fidelity National Title Agency of Nevada, Inc.

2850 W. Horizon Ridge Pkwy, #120, Henderson, NV 89052
(702)932-3150

PRELIMINARY REPORT

ESCROW OFFICER: Melissa Moses
TITLE OFFICER: Sherrel Wade

ORDER NO.: FT18-FT110041713

LOAN NO.:

TO: Fidelity National Title Agency of Nevada, Inc.
2850 W. Horizon Ridge Pkwy, #120
Henderson, NV 89052

ATTN: Melissa Moses

YOUR REFERENCE: Fulvia Morales/Joel Antonio Gomez

SHORT TERM RATE: No

PROPERTY ADDRESS: 2532 Heather Court
North Las Vegas, Nevada

EFFECTIVE DATE: July 1, 2011, 07:30 AM

The form of Policy or Policies of title insurance contemplated by this report is:

ALTA Residential Title Insurance Policy

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Fulvia Morales, an unmarried woman
3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
5. (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.
7. General and special State, County and/or City property taxes for the fiscal year 2011-2012, now a lien, not yet payable.

Assessor's Parcel No. 139-13-812-102

8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.
9. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of City of North Las Vegas, Nevada which subjects the same to its City Charter and mandatory rules and regulations.
10. Water rights, claims or title to water, whether or not disclosed by the public records.
11. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded July 7, 1903, Book F, Page 335, of Official Records
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,

Recorded: June 9, 1969, Book 11 of Plats, Page 80, of Official Records

13. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

Recorded: June 9, 1969, Instrument No. 766452, Book 955, of Official Records.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: Nevada Power Company and Central Telephone Company
 Purpose: electrical and communication lines
 Recorded: August 28, 1969, Instrument No. 781859, Book 974, of Official Records

ITEMS: (Continued)

Title No. FT18-FT110041713

15. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$168,000.00
 Dated: November 18, 2005
 Trustor: Fulvia Morales, an unmarried woman
 Trustee: North American Title Company
 Beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for Mirad Financial Group, a California corporation, its successors and assigns
 Loan No.: 4600374
 Recorded: November 23, 2005, Instrument No. 0005176, Book 20051123, of Official Records.

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Bac Home Loans Servicing, LP Fka Countrywide Home Loans Servicing LP
 Recorded: May 10, 2011, Instrument No. 0003536, Book 20110510 of Official Records.

A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following:

Trustee: Recontrust Company, N.A.
 Recorded: May 10, 2011, Instrument No. 0003537, Book 20110510, of Official Records.

A Notice of Default under the terms of said deed of trust

Executed By: Recontrust Company, N.A.
 Recorded: May 10, 2011, Instrument No. 0003538, Book 20110510, of Official Records.

16. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$42,000.00
 Dated: November 18, 2005
 Trustor: Fulvia Morales, an unmarried woman
 Trustee: North American Title Company
 Beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for Mirad Financial Group, a California corporation, its successors and assigns
 Loan No.: 4600375
 Recorded: November 23, 2005, Instrument No. 0005177, Book 20051123, of Official Records.

17. The community interest of the spouse of the vestee named below.

Vestee: Fulvia Morales

18. An inspection of said land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

END OF ITEMS

NOTES

A. Property taxes for the fiscal year 2010-2011 are paid. For Pro-ration purposes the amounts are:

Assessor's Parcel No.: 139-13-812-102
 District Number: 250
 Total: \$370.76
 First Installment: \$92.69, paid
 Second Installment: \$92.69, paid
 Third Installment: \$92.69, paid
 Fourth Installment: \$92.69, paid

B. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.

ITEMS: (Continued)

Title No. FT18-FT110041713

- C. The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land Single Family Residence known as 2532 Heather Court, North Las Vegas, NV to an Extended Coverage Loan Policy.
- D. The legal description furnished with the application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the description in this report covers the parcel that you requested. However, if the legal description is incorrect, a new report must be prepared. If the legal description is incorrect, in order to prevent delays, the seller/buyer/borrower must provide the Company and/or the settlement agent with the correct legal description intended to be the subject of this transaction.
- E. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- F. NOTE: The ALTA Homeowners Policy of Title Insurance (1/1/08) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 19, 18, 19 and 21 of said policy that have been filed and approved by the various Departments of Insurance where the forms have been filed. Please consult your escrow or title officer if you have any questions regarding the policy.
- G. NOTE: Based on information provided, this transaction will culminate in the transfer of real estate by documents recorded in the office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taxpayer's Bill of Rights for Taxes on the Transfer of Real Property". A copy of the pamphlet explaining these rights may be acquired by contacting the office of your local County Recorder.
- H. TO: Statement Address
 Fidelity National Title Agency of Nevada, Inc.
 500 N. Rainbow Blvd Ste 100
 Las Vegas, NV 89107
 Phone: 702-877-3003

BANK: Bank of America
 275 Valencia Blvd., 2nd Floor
 MC: CA7-701-02-66
 Brea, CA 92823
 Phone: 888-635-2714 x 61767
 Fax: 714-223-8200
 ABA No. 026009593

Account Number: Credit to Fidelity National Agency of Nevada, Inc. in Trust for Account No. 1235398233

Please refer to our escrow number and our borrower's name as referred to in this report.

Title No. FT18-FT110041713

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 139-13-812-102

LOT SIXTEEN (16) IN BLOCK TWO (2) OF HOLIDAY PARK NO. 5, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 11 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. TOGETHER WITH THAT PORTION OF HEATHER COURT VACATED BY THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS IN THAT CERTAIN ORDER RECORDED MAY 17, 1996 IN BOOK 960517 AS DOCUMENT NO. 2728, OF OFFICIAL RECORDS.